

8384 Huber Rd. Belvidere IL. 61008

WAIVER AND RELEASE FROM LIABILITY

By this waiver and/or entering upon the property, I hereby WAIVE AND RELEASE, indemnify, and forever discharge Daniel Drag, his family and his agents, employees, officers, directors, affiliates, successors, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes, of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have arising from or in any way relating to my/Child's participation in ANY EVENTS or activities conducted by, on the premises of, or for the benefit of, DANIEL DRAG and his family provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand the activities that I/Children participate in and that I/Children will see are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I/Children will be in direct contact with animals that include but are not limited to horses, dogs, goats, rabbits, chickens, turkeys, geese, deer, llamas, alpacas, etc. I understand that as with most animals, they may act in an unpredictable way to sounds, sudden movements, people or other animals that could result in injuries to people. On behalf of myself, said children, heirs, assigns and next of kin, I/Children waive all claims for damages, injuries and death sustained to me/Children or property that I/Children may have against the aforementioned released party to such activity.

By this waiver and/or entry on the property constitutes my understanding that use of the property by anyone with a health issue, disease, infirmity or impairment, of any kind, including but not limited to heart/lung issues, bone/joint issues, neurological/musculoskeletal issues or any infirmity caused by youth or advanced age, is evidence that said individual has fully assumed the risk of use of the property and fully WAIVES and RELEASES DANIEL DRAG and his family from any liability for loss, injury, further impairment or death.

By this waiver, I/Children assume any risk, and take full responsibility and waive any claims of personal injury, or death or damage to personal property with DANIEL DRAG and his family including but not limited to visiting the petting farm, observing or interacting with the animals, using the facility and its equipment in any manner form and/or fashion, and practicing or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises and disobeying any petting farm regulations both posted and unposted. It is a condition of entry that visitors observe all warning signs, do not venture over exhibit safety barriers, and do not enter the petting farm's off limits areas.

This WAIVER AND RELEASE contains the entire agreement between the parties and supercedes and replaces any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of DANIEL DRAG and his family whether by agreement, by operation of law, or otherwise.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE, I/Children have given up considerable future legal rights. I accept this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My use of the property is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Name of Participant: _____

Signature of Participant: _____ Date: _____

Signature of Parent or Guardian
if participant is under 18: _____ Date: _____